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COMPANIES FORM No. 466(Scot)

466

Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

CHFP025

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Pursuant to section 410 and 466 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

Please complete legibly, preferably in black type, or bold block lettering

[] [] [] [] [] [] [] [] [] []

SC432923

Name of company

* NHSC (SCOTLAND) LIMITED, having its registered office at Thistle House, 21/23 Thistle Street, Edinburgh, EH2 1DF (the "Company")

Date of creation of the charge (note 1)

10 July 2014

Description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 1)

All Assets Debenture (the "Charge")

Names of the persons entitled to charge

Lloyds Bank Commercial Finance Limited

Short particulars of all the property charged

All the Company's property, assets and rights from time to time not subject to a fixed charge under the Charge (including any property or assets situated in Scotland).

Presenter's name address and reference (if any):
Shepherd and Wedderburn LLP
1 Exchange Crescent
Conference Square
Edinburgh, EH3 8UL

L1693.126

For official use (06/2005)
Charges Section

Post room

THURSDAY



S8XQMTVN

SCT

30/01/2020

#345

COMPANIES HOUSE

Names, and addresses of the persons who have executed the instrument of alteration (note 2)

- (1) the Company;
- (2) Lloyds Bank PLC (registered number 00002065), with registered office at 25 Gresham Street, London, EC2V 7HN;
- (3) Lloyds Bank Commercial Finance Limited (registered number 00733011), with registered office at No 1 Brookhill Way, Banbyry, Oxon, OX16 3EL; and
- (4) Bank of Scotland PLC (registered number SC327000), with registered office at The Mound, Edinburgh EH1 1YZ.

[For additional parties, please see Instrument of Alteration to which this Form 466 relates.] **SEE PAPER APART**

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this margin*

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legibly, preferably
in black type, or
bold block lettering*

Date(s) of execution of the instrument of alteration

English law deed of priorities dated 13 January 2020

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

N/A

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

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write in
this margin

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

Please complete
legibly, preferably
in black type or
bold block lettering

3. PRIORITIES

3.1 The fixed and floating charges and other security interests constituted by the Securities shall as between themselves rank in such order of priority as follows:

(a) FIRST, the BoS Security, the CF Security and the Lloyds Security without limit; and

(b) SECOND, the Subordinated Security.

Definitions

In this form M466:

"BoS" means Bank of Scotland PLC (company number SC327000), having its registered office at The Mound, Edinburgh, EH1 1YZ.

"BoS Security" means the security listed in Part 1 of Schedule 3 of the Instrument of Alteration to which this Form M466 relates made between BoS and the Group Companies and any other document under which security is created by a Group Company in favour of BoS, whether at the date of the Instrument of Alteration or at any later date.

"CF" means Lloyds Bank Commercial Finance Limited (formerly Lloyds TSB Commercial Finance) (company number 00733011) having its registered office at No 1 Brookhill Way, Banbury, Oxon, OX16 3EL.

"CF Security" means the security [including the Charge] listed in Part 3 of Schedule 3 of the Instrument of Alteration to which this form M466 relates made between CF and the Group Companies and any other document under which security is created by a Group Company in favour of CF, whether at the date of the Instrument of Alteration or at any later date.

"Group Companies" means the Companies [including the Company] listed in Schedule 1 of the Instrument of Alteration to which this form M466 relates (and each a "Group Company").

"Lloyds" means Lloyds Bank PLC (company 00002065), having its registered office at 25 Gresham Street, London, EC2V 7HN.

"Lloyds Security" means the security listed in Part 2 of Schedule 3 of the Instrument of Alteration to which this Form M466 relates made between Lloyds and the Group Companies and any other document under which security is created by a Group Company in favour of Lloyds, whether at the date of the Instrument of Alteration or at any later date.

"Securities" means the BoS Security, the Lloyds Security, the CF Security and the Subordinated Security.

"Subordinated Security" means the security listed in Schedule 4 of the Instrument of Alteration to which this Form MR466 relates made between the Subordinated Creditors and the Group Companies and any other document under which security is created by a Group Company in favour of a Subordinated Creditor, whether at the date of the Instrument of Alteration or at any later date.

"Subordinated Creditors" means the parties listed in Schedule 2 to the Instrument of Alteration to which this Form 466 relates (and each a "Subordinated Creditor").

Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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legibly, preferably
in black type, or
bold block lettering*

*A fee is payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)*

Signed David Andrew Stephen + Wadden LLP Date 30/1/2020
On behalf of ~~[company]~~ [chargee] †

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc, as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies House, 139 Fountainbridge, Edinburgh, EH3 9FF DX 235 Edinburgh or LP - 4 Edinburgh 2

† delete as
appropriate

Paper apart

Additional parties who have executed the instrument of alteration

Network Ventures Limited	Meriden Hall, Main Road Meriden, Coventry, West Midlands, CV7 7PT	04881694
P Investments Limited	Meriden Hall, Main Road Meriden, Coventry, West Midlands, CV7 7PT	04881705
Pertemps Recruitment Partnership Limited	Meriden Hall, Main Road, Meriden, Warwickshire, CV7 7PT	01644241
Pertemps Limited	Meriden Hall, Main Road Meriden, Coventry, West Midlands, CV7 7PT	04881571
ESOS Net Limited	Meriden Hall, Main Road, Meriden, West Midlands, CV7 7PT	04163689
CNA ES Limited	Meriden Hall Main Road, Meriden, Coventry, Warwickshire, CV7 7PT	03009607
Pertemps Network Group Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	07776671
Pertemps Limited	Meriden Hall, Main Road Meriden, Coventry, West Midlands, CV7 7PT	04881571
Network Group Holdings Limited	Meriden Hall, Main Road, Meriden, West Midlands, CV7 7PT	06281278
Pertemps Jobshop Limited	Meriden Hall, Main Road, Meriden, West Midlands, CV7 7PT	02827815
Red Personnel Limited	Meriden Hall, Main Road, Meriden, Warwickshire, CV7 7PT	05508058
Camberley Recruitment Limited	Meriden Hall, Main Road, Meriden, Coventry, West Midlands, CV7 7PT	03960814
Pertemps Recruitment Solutions (Croydon)	Meriden Hall, Main Road, Meriden, Coventry, West Midlands, CV7 7PT	04925994
Aviation Resource Limited	Meriden Hall, Main Road, Meriden, Warwickshire, CV7 7PT	04352126
Pertemps Network Administration Limited	Meriden Hall, Main Road, Meriden, West Midlands, CV7 7PT	04875998
ESOS Limited	Meriden Hall, Main Road, Meriden, West Midlands, CV7 7PT	07503942
Pertemps (Scotland) Limited	Thistle House, 21/23 Thistle Street, Edinburgh, EH2 1DF	SC238866
Riverside Recruitment (UK) Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	04143393
ESOS Net Limited	Meriden Hall, Main Road, Meriden, West Midlands, CV7 7PT	04163689
NHSC (Scotland) Limited	Thistle House, 21/23 Thistle Street, Edinburgh, EH2 1DF	SC432923
BJD Group Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	03426955
Pertemps Recruitment Partnership Limited	Meriden Hall, Main Road, Meriden, Warwickshire, CV7 7PT	01644241
ISE Partners Limited	Meriden Hall Main Road, Meriden, Coventry, England, CV7 7PT	06236332
Pertemps Swindon Limited	Meriden Hall, Main Road, Meriden, West Midlands, CV7 7PT	05448345
PPF Limited	Meriden Hall Main Road, Meriden, Coventry, England, CV7 7PT	03352071
Network Recruitment Solutions Limited	Meriden Hall, Main Road, Meriden, Coventry, West Midlands, CV7 7PT	03881002

This is the paper apart referred to in the foregoing Form M466 dated 30 January 2020

Network HR Recruitment Limited	Meriden Hall, Main Road, Meriden, Coventry, West Midlands, CV7 7PT	04608312
NGI Consulting Limited	Meriden Hall Main Road, Meriden, Coventry, CV7 7PT	08558295
Network Ventures Limited	Meriden Hall, Main Road Meriden, Coventry, West Midlands, CV7 7PT	04881694
Sheridan Maine (North West) Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	06868118
HSE Recruitment Network Ltd	Meriden Hall, Main Road, Meriden, Warwickshire, CV7 7PT	04331963
Executive Network Group Limited	Meriden Hall, Main Road, Meriden, Warwickshire, CV7 7PT	04725173
Network Public Sector Limited	Meriden Hall Main Road, Meriden, Coventry, England, CV7 7PT	09373804
Nurture People Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	03937372
Network Construction Services Limited	Meriden Hall, Main Road, Meriden, Coventry, West Midlands, CV7 7PT	04412219
Network RGB Limited	Meriden Hall, Main Road Meriden, Coventry, West Midlands, CV7 7PT	04052187
Network Sales & Marketing Limited	Meriden Hall, Main Road Meriden, Coventry, Warwickshire, CV7 7PT	03248332
Cactus Search Limited	Meriden Hall Main Road, Meriden, Coventry, CV7 7PT	04985938
Talent Match Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	07601253
Aviation Payroll Limited	Meriden Hall, Main Road Meriden, Coventry, West Midlands, CV7 7PT	06284868
RGB Recruitment Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	07397266
FMCg Executive Network Limited	Meriden Hall, Main Road Meriden, Coventry, West Midlands, CV7 7PT	04394176
Trinity IT Consulting Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	06842484
The Education Network (Midlands) Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	07191961
Sheridan Maine Recruitment Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	07592402
Sheridan Maine (SW) Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	08156088
Sheridan Maine (South East) Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	08033420
SSR General & Management Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	06796708
Pertemps Network Catering Limited	Meriden Hall, Main Road, Meriden, Warwickshire, CV7 7PT	02727140
Network IT Recruitment Limited	Meriden Hall, Main Road Meriden, Coventry, Warwickshire, CV7 7PT	03315755
Click Recruitment Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	08140977
The People Network Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	04661786
FM Property Network Limited	Meriden Hall Main Street, Meriden, Coventry, West Midlands, CV7 7PT	07174217
Technical Network Recruitment Limited	Meriden Hall, Main Road, Meriden, Coventry, West Midlands, CV7 7PT	03880069
Procurement People Recruitment Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	06234137
Aviation Recruitment Network Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	07747718
Network Healthcare Limited	Meriden Hall Main Road, Meriden, Coventry, England, CV7 7PT	08802840
SSR Contract & Technical Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	06796632
Network Healthcare Professionals Limited	Meriden Hall, Main Road, Meriden, West Midlands, CV7 7PT	04079081
Porter Moore Limited	Meriden Hall, Main Road, Meriden, West Midlands, CV7 7PT	03522975

This is the paper apart referred to in the foregoing Form M466 dated 30 January 2020

Restgarth Care Limited	Meriden Hall Main Road, Meriden, Coventry, CV7 7PT	05292819
Paragon Network Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	08153422
Pertemps Medical Group Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	07768433
MPS Healthcare Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	09230696
Education Network Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	07489285
Sheridan Maine (Midlands) Limited	Meriden Hall Main Road, Meriden, Coventry, CV7 7PT	09308235
T.E.N (The Education Network – Employment Services) Limited	Meriden Hall Main Road, Meriden, Coventry, CV7 7PT	03178495
Network Medical Group Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, England, CV7 7PT	10515573
Pertemps Medical Professionals Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	07121634
Makoto ERP Recruitment Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	07075290
Network ERP and IT (EMEA) Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, United Kingdom, CV7 7PT	10513419
Connect Professional Services Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	07406394
Treadstone ERP Consulting Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	07510480
Core MR Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	07130974
Ellen Webb Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	07158101
Makoto ERP UK Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	07632249
Pertemps Medical Limited	Meriden Hall Main Road, Meriden, Coventry, CV7 7PT	05005142
Pertemps Network Medical Limited	Meriden Hall Main Road, Meriden, Coventry, West Midlands, CV7 7PT	04623639
Empire Medical Locums Limited	Meriden Hall, Main Road, Meriden, Coventry, CV7 7PT	07732042
PPF Group Limited	Meriden Hall Main Road, Meriden, Coventry, England, CV7 7PT	09658062
Pertemps Online Shopping Hub Limited	Meriden Hall, Main Road, Meriden, West Midlands, CV7 7PT	05216325
PPF Grp Limited	Meriden Hall Main Road, Meriden, Coventry, United Kingdom, CV7 7PT	09040233
LGV Network Limited	Meriden Hall Main Road, Meriden, Coventry, England, CV7 7PT	08141059
TW Network Limited	Meriden Hall Main Road, Meriden, Coventry, England, CV7 7PT	05628153



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF AN ALTERATION TO A FLOATING CHARGE**

COMPANY NO. 432923
CHARGE CODE SC43 2923 0001

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 13 JANUARY 2020 WERE DELIVERED
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985
ON 30 JANUARY 2020

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 10
JULY 2014

BY NHSC (SCOTLAND) LIMITED

IN FAVOUR OF
LLOYDS BANK COMMERCIAL FINANCE LIMITED

GIVEN AT COMPANIES HOUSE, EDINBURGH 5 FEBRUARY 2020



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 13 January ²⁰~~2019~~

(1) PERTEMPS NETWORK GROUP LIMITED and others

AND

(2) NETWORK VENTURES LIMITED and others

AND

(3) LLOYDS BANK PLC

AND

(4) LLOYDS BANK COMMERCIAL FINANCE LIMITED

AND

(5) BANK OF SCOTLAND PLC

DEED OF PRIORITIES

 **SHAKESPEAREMARTINEAU**

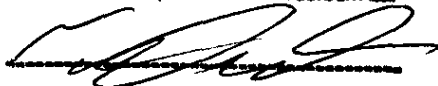
We hereby certify this to be a true
and accurate copy of the original

Shakespeare Martineau LLP
No 1 Colmore Square
Birmingham B4 6AA

Dated: 20 January 2020

CERTIFIED A TRUE COPY

On behalf of Shepherd and Wedderburn LLP



THIS DEED is made the 13 day of January 2016

BETWEEN

- (1) **THE COMPANIES** listed in Schedule 1 (the "Group Companies" and each a "Group Company");
- (2) **THE COMPANIES** listed in Schedule 2 (the "Subordinated Creditors" and each a "Subordinated Creditor");
- (3) **LLOYDS BANK PLC** (as Security Agent for the Finance Parties) company number 2065 whose registered office is situate at 25 Gresham Street, London, EC2V 7HN, but whose address for the purposes of this Deed is 125 Colmore Row, Birmingham, B3 1QA ("Lloyds")
- (4) **LLOYDS BANK COMMERCIAL FINANCE LIMITED** (company number 00733011) whose registered office is No 1 Brookhill Way, Banbury, Oxon, OX16 3EL, but whose address for the purposes of this Deed is 1st Floor, Finance House, Beaumont Road, Banbury, OX16 1RL ("CF")
- (5) **BANK OF SCOTLAND PLC** company number SC327000 whose registered office is situate at The Mound, Edinburgh, EH1 1YZ, but whose address for the purposes of this Deed is 125 Colmore Row, Birmingham, B3 1QA ("BoS")

AND WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed, except where the context otherwise requires, each of the expressions set out below shall have the following meanings:

"Administrator" has the same meaning as in Schedule B1 to the Insolvency Act 1986 as introduced by the Enterprise Act 2002.

"BoS Security" means the security listed at Part 1 of Schedule 3 made between BoS and the Group Companies and any other document under which security is created by a Group Company in favour of BoS, whether at the date of this Deed or at any later date.

"CF Security" means the security listed at Part 3 of Schedule 3 made between CF and the Group Companies and any other document under which security is created by a Group Company in favour of CF, whether at the date of this Deed or at any later date.

"Enforcement Date" the business day following the date on which a Financer receives written notice from the another Financer that such other Financer has taken any action to demand repayment or payment of the money and liabilities secured by its Security or to enforce its Security or to take possession of any asset subject to its Security.

"Finance Parties" as defined in the Asset Based Lending Agreement relating to Receivables between Lloyds, CF, Pertemps Recruitment Partnership Limited, Network Ventures Limited and Pertemps Network Group Limited, among others dated on or around the date of this deed.

"Financiers" means the Senior Creditors and Subordinated Creditors and **"Financier"** shall mean any one of them.

"Financiers Deed of Accession" means a deed of accession in the form at Schedule 6.

"Group Company Deed of Accession" means a deed of accession in the form at Schedule 5.

"Lloyds Security" means the security listed at Part 2 of Schedule 3 made between the Group Companies and Lloyds and any other document under which security is created by a Group Company in favour of Lloyds, whether at the date of this Deed or at any later date.

"Parent" means Pertemps Network Group Limited (Company Number 07776671).

"Receiver" shall include a liquidator, an Administrator, an administrative receiver and a receiver and manager.

"Securities" means the BoS Security, the Lloyds Security, the CF Security and the Subordinated Security and **"Security"** means any one of them.

"Senior Creditors" means BoS, CF and Lloyds and **"Senior Creditor"** shall mean either one of them.

"Senior Security" means the CF Security, the Lloyds Security and the BoS Security or either of them as the context so permits.

"Subordinated Security" means the security listed at Schedule 4 made between Subordinated Creditors and the Group Companies and any other document under which security is created by a Group Company in favour of a Subordinated Creditor, whether at the date of this Deed or at any later date.

1.2 In this Deed, unless the context otherwise requires:

- (a) references to the parties shall be construed so as to include their respective successors and permitted assigns;
- (b) references to a "business day" shall be construed as a reference to a day (other than a Saturday or a Sunday) on which banks are generally open for the transaction of business in Pounds Sterling in London;
- (c) references to clauses are references to clauses of this Deed;
- (d) references to (or any specified provision of) this Deed or any other document or agreement shall be construed as references to this Deed, that provision or that document or agreement as in force for the time being and (as the same may (in whatever manner or circumstance) be varied, substituted, amended, supplemented, renewed, restated, novated or replaced from time to time);

- (e) headings are inserted for ease of reference only and shall be ignored in the construction of this Deed; and
 - (f) references to any statute or law shall be to such statute or law as re-enacted, amended, extended or replaced from time to time; and
 - (g) the singular includes the plural and vice versa and any gender includes the other.
- 1.3 If there shall be any conflict or inconsistency between any provision of this Deed and any provision contained within a Security, the provisions of this Deed shall prevail.
- 1.4 This Deed is a Finance Document.
- 1.5 This Deed supercedes and replaces in its entirety the deed of priority between Lloyds, BoS, Lloyds Bank Commercial Finance Limited and certain of the Group Companies dated 18 November 2014 (as amended or varied from time to time).
- 2. **CONSENTS**

Insofar as consent is required under the terms of the Securities or otherwise each Financier hereby confirms its consent to the creation and continuance of each of the Securities.
- 3. **PRIORITIES**
 - 3.1 The fixed and floating charges and other security interests constituted by the Securities shall as between themselves rank in such order of priority as follows:
 - (a) FIRST, the BoS Security, the CF Security and the Lloyds Security, without limit; and
 - (b) SECOND, the Subordinated Security
 - 3.2 All moneys so realised or otherwise recovered shall be applied in accordance with clause 4.
 - 3.3 Without prejudice to clause 3.1, for the purposes of the Insolvency Act 1986 (as amended by the Enterprise Act 2002) and Sections 464 and 466 of the Companies Act 1985, the Subordinated Creditors hereby confirm that any floating charges (including any qualifying floating charges within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986) contained within the Senior Security are to be treated as having priority over any floating charge (including any qualifying floating charge) contained in the Subordinated Security notwithstanding the date of creation of such floating charges.
 - 3.4 Without prejudice to the priority accorded to the floating charges of Senior Creditors by clause 3.3 and insofar as any Subordinated Creditor's floating charge is a prior charge within the meaning of paragraph 15 of Schedule B1 to the Insolvency Act 1986, each Subordinated Creditor hereby irrevocably waive its right to receive such notice. In addition, and within the meaning of

paragraph 15(1)(b) of Schedule B1 to the Insolvency Act 1986 each Subordinated Creditor irrevocably consents to the appointment of an Administrator by any of the Senior Creditors notwithstanding that no notice of intention to appoint an Administrator shall have been given to them.

- 3.5 Without prejudice to clause 3.1, for the purposes of the Insolvency Act 1986 (as amended by the Enterprise Act 2002) and Sections 464 and 466 of the Companies Act 1985, BoS and CF hereby confirm that any floating charge (including any qualifying floating charge within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986) contained within the Lloyds Security is to be treated as having priority over any floating charge (including any qualifying floating charge) contained in the BoS Security and CF Security notwithstanding the date of creation of such floating charges.
- 3.6 Without prejudice to the priority accorded to the floating charge of Lloyds by clause 3.5 and insofar as CF's and BoS' floating charge are prior charges within the meaning of paragraph 15 of Schedule B1 to the Insolvency Act 1986, CF and BoS hereby irrevocably waive their rights to receive such notice from Lloyds. In addition, and within the meaning of paragraph 15(1)(b) of Schedule B1 to the Insolvency Act 1986 CF and BoS irrevocably consent to the appointment of an Administrator by Lloyds notwithstanding that no notice of intention to appoint an Administrator shall have been given to it.
- 3.7 For the avoidance of doubt, nothing contained within this Deed is intended to rank any floating charge contained within the Securities before any fixed charge contained within the Securities.
- 3.8 Notwithstanding the provisions of 3.1 above, if all or any of the Financiers' respective Securities shall be released or are or become wholly or partly invalid or unenforceable or shall not extend to particular assets of a Group Company, such Financier shall bear any loss resulting and shall not be entitled to share in monies derived from assets over which it has no effective security but the Financiers shall not themselves challenge the validity or unenforceability of the Securities.
- 3.9 The parties agree that this Deed, and in particular the ranking effected by Clause 3.1, shall be construed and receive effect as an instrument of alteration in terms, and for the purposes, of Section 466 of the Companies Act 1985.

4. APPLICATION OF MONEYS RECEIVED OR RECOVERED

- 4.1 All receipts, recoveries and realisations pursuant to the enforcement of the securities granted by a group company to a financier shall be applied in satisfying the monies, obligations and liabilities thereby secured:
- (a) **FIRST** to BoS, CF and Lloyds on a pari passu basis in proportion to the amount of the outstanding debt due to each of them, until each one is repaid in full; and
 - (b) **SECOND** to the Subordinated Creditors on a pari passu basis in proportion to the amount of the outstanding debt due to each of them.

- 4.2 The amount of any Receiver's remuneration and all outgoings, costs, charges, expenses, liabilities and payments ranking by statute for payment in priority to the amount secured by the Securities shall be deducted from all receipts and recoveries under the Security under which he is appointed prior to their application towards the discharge or satisfaction of the amount secured by the Securities.

5. CONTINUING SECURITY

- 5.1 The Securities shall be continuing securities for repayment to the Financiers of the money and liabilities thereby secured and the priority arrangements herein contained shall not be affected by any fluctuations in the amount from time to time due owing or incurred by a Group Company to any of the Financiers or by the existence at any time of a credit or nil balance on any relevant account of a Group Company with any Financier.

6. ENFORCEMENT OF SECURITY

- 6.1 The Subordinated Creditors agree that the Senior Creditors:
- (a) are entitled to take enforcement action and enforce the Senior Security without notice or consultation with the Subordinated Creditors; and
 - (b) may appoint a suitable person as a Receiver pursuant to the Senior Security without notice or consultation with the Subordinated Creditors.
- 6.2 The Subordinated Creditors agree that:
- (a) they will not enforce the Subordinated Security or take any steps to enforce the Subordinated Security (including, without limitation, applying to the court for an administration order, appointing a Receiver or issuing a winding up petition) without the Senior Creditors' prior written consent and that on receipt of such consent that Subordinated Creditor shall consult with the Senior Creditors regarding the appointment of a suitable person as a Receiver pursuant to the Subordinated Security;
 - (b) any Receiver appointed by the Senior Creditors shall have a prior right to possession of the undertaking, property, assets and rights of the Group Companies both present and future.
- 6.3 The Senior Creditors shall consult and co-operate with each other to the intent (without any requirement) that:
- (a) the Senior Securities shall so far as practicable be enforced by the same method and at the same time;
 - (b) in the case of an appointment of a Receiver or Receivers by a Senior Creditor under the Senior Security the same person(s) shall be appointed Receiver(s) by the other Senior Creditors (if the other Senior Creditor shall also make such appointments).

6.4 Subject to clause 6.5, the provisions of clause 6.1 shall not prevent any Senior Creditor from appointing a Receiver under its Security or from the exercise or enforcement of the Senior Security without any consultation if it considers it expedient to do so, subject to the giving of any notices that may be required pursuant to the Insolvency Act 1986 (as amended by the Enterprise Act 2002).

6.5 If either Senior Creditor shall appoint a Receiver under the Senior Security or shall otherwise enforce or exercise the Senior Security it shall promptly give written notice thereof to the other Senior Creditor.

7. FURTHER ASSURANCE

If either Senior Creditor seeks to enforce its Security the Subordinated Creditors will (at the written request of a Senior Creditor) execute all such documents and do all such things as are available to it and may reasonably be required to facilitate the exercise of the powers of enforcement or realisation of the rights and powers available to it for the purposes of such enforcement.

8. INFORMATION

8.1 Whilst this Deed subsists each Financier shall be at liberty from time to time to disclose to the other information concerning the Group Companies and its affairs in such manner and to such extent as such Financier shall from time to time think fit.

8.2 Each Financier acknowledges the right of the other Financiers to the production and delivery of copies of the documents comprising or referred to in its Security.

9. INSURANCE

Any amount received under or in respect of any insurance maintained by a Group Company shall (unless the Senior Creditors shall agree otherwise, in writing or as otherwise may be required by law or by the relevant policy) be applied as follows:

- (a) (subject to clause 9(b) below) if received before the Enforcement Date (and notwithstanding the provisions of section 108(4) Law of Property Act 1925) in reinstating the property destroyed or damaged; and
- (b) if received on or after the Enforcement Date or if received prior thereto but at the Enforcement Date not yet applied as set out in clause 9(a) above (and notwithstanding the provisions of section 108(3) Law of Property Act 1925), in repayment in the order set out in clause 3 as if it were the proceeds of enforcement of a Security.

10. OPERATION OF ACCOUNTS

10.1 Without prejudice to the terms of the Senior Security, any obligation of a Group Company in the Subordinated Security to pay the proceeds of the Group Company's book and other debts into its account(s) with the Subordinated Creditor or into an account designated by the Subordinated

Creditor shall be satisfied by the Group Company paying such proceeds into its account(s) with Lloyds or to accounts specified by Lloyds to the intent that the Company shall have no account(s) for the collection of such proceeds other than the accounts specified by Lloyds.

10.2 Nothing in this Deed shall prevent the Senior Creditors operating the bank accounts of any Group Company in the ordinary course of banking business including, without limitation, collecting cheques and other payment orders and accepting money for credit of any Group Company's bank accounts and allowing any Group Company to draw cheques and other payments and generally to withdraw funds from its bank accounts.

10.3 Neither Senior Creditor shall make a claim against the other Senior Creditor in connection with any book debts which are credited to any account of a Group Company with a Senior Creditor (other than any account in the name of a Group Company designated as in trust for Lloyds) unless:

- (a) prior to the relevant Senior Creditor's receipt of such money the Senior Creditor (as the case may be) has received notice in writing from the other Senior Creditor that a specified sum of money belongs or will belong to the relevant Senior Creditor. Such notice shall contain such information as the Senior Creditor receiving such monies may reasonably require to enable it to identify such credit in the day to day operation of the relevant account of the Group Company in accordance with the relevant Senior Creditor's normal practice, as the case may be; or
- (b) a Senior Creditor has procured the payment of a sum which to the actual knowledge of that Senior Creditor should have been paid to the other Senior Creditor.

10.4 In the circumstances set out in (a) and (b) above, such monies (following payment into such account) shall be held to the order of the Senior Creditor to whom the monies should have been paid and paid to that Senior Creditor on demand subject to any law, regulation or court order, but provided always that if the relevant Senior Creditor requires an indemnity from the other Senior Creditor before any such payment to it, then the relevant Senior Creditor shall provide such an indemnity in a form acceptable to the other Senior Creditor, as the case may be.

11. CONCLUSIVE EVIDENCE

A certificate by an official of a Senior Creditor as to any amount due to that Senior Creditor shall (save for manifest error) be binding and conclusive on the Group Companies and the Subordinated Creditors in any legal proceedings both in relation to the existence of the liability and as to the amount thereof.

12. SET-OFF

12.1 Nothing in this Deed or in any Security shall affect any rights of the Senior Creditors, whether statutory or arising under its Senior Security or the general law, to set-off, combine and consolidate credit balances on any accounts of a Group Company and apply the same in or towards repayment of the sums secured by the Senior Security.

- 12.2 The Senior Creditors may, in their absolute discretion, elect to exercise or not to exercise any right of the types described in clause 12.1 at any time prior to or after the application of monies pursuant to clause 4.

13. TERMINATION

This Deed shall cease to have effect when all of the Securities shall have been fully discharged.

14. THE GROUP COMPANIES' ACKNOWLEDGEMENT

- 14.1 The Group Companies join in this Deed for the purpose of acknowledging the priorities herein recorded and for acknowledging and agreeing to the terms hereof.

- 14.2 The Group Companies undertake with each Financier to observe the provisions of this Deed at all times and not in any way to prejudice or affect the enforcement of such provisions, or to do or suffer anything which would be a breach of the terms of this Deed.

- 14.3 Nothing contained in this Deed shall as between the Group Companies and the relevant Financier prejudice or affect the rights or remedies of the Financier s under the Securities.

- 14.4 The Group Companies agree that they shall not on or after the date of this Deed create any security or other encumbrance in favour of the Subordinated Creditors without the prior written consent of Senior Creditors.

15. ENTIRE AGREEMENT

This Deed forms the entire agreement between the parties relating to the priority of their respective Securities and the application of the proceeds thereof and supersedes all earlier meetings, discussions, correspondence, emails, facsimile transmissions, telexes, letters and communications, understandings and arrangements of any kind so relating.

16. WAIVERS

- 16.1 No forbearance or failure by any party to exercise or assert or claim any right or entitlement hereunder shall be construed (in the absence of a written agreement to waive or a written confirmation of a past waiver) as a waiver of that right or entitlement.
- 16.2 No waiver of any breach of any term of this Deed shall (unless expressly agreed in writing by the waiving party) be construed as a waiver of a future breach of the same term or as authorising a continuation of the particular breach.
- 16.3 None of the terms of this Deed are enforceable by any person other than the Financiers and their respective successors in title pursuant to the Contracts (Rights of Third Parties) Act 1999. No purchaser dealing with any of the Financiers or any Receiver shall be concerned in any way with the provisions of this Deed and shall assume that the Financiers or any such Receiver is acting in accordance with the provisions of this Deed.

17. VARIATIONS

Any variation of this Deed shall be binding only if it is recorded in a document signed by or on behalf of each Financier.

18. ASSIGNMENT AND TRANSFER

18.1 The Senior Creditors shall procure that any person to whom all or a corresponding part of its rights and benefits and, where applicable, obligations under this Deed are assigned or transferred shall enter into a Financiers Deed of Accession.

18.2 The Subordinated Creditors will not transfer or otherwise dispose of its Security or the obligation thereby secured without the prior written consent of the Senior Creditors and the Subordinated Creditors shall procure that the transferee or person to whom such disposal is made enters into a Financiers Deed of Accession.

18.3 The Parent shall procure that if a Senior Creditor requires one of its subsidiaries to grant security to it, then such company shall enter into a Group Company Deed of Accession and come within the definition of Group Company.

18.4 Each Group Company (other than the Parent) irrevocably appoints the Parent to be its attorney to execute any Financiers Deed of Accession and Group Company Deed of Accession as the Parent in its discretion shall think fit and each Group Company agrees to ratify and confirm any such Deed of Accession executed or purported to be executed by the Parent in its name.

18.5 Each Subordinated Creditor (other than the Parent) irrevocably appoints the Parent to be its attorney to execute any Financiers Deed of Accession and Group Company Deed of Accession as the Parent in its discretion shall think fit and each Subordinated Creditor agrees to ratify and confirm any such Deed of Accession executed or purported to be executed by the Parent in its name.

19. COSTS

The Parent shall reimburse Senior Creditors, on demand, for all costs, charges and expenses incurred in the preparation, completion, implementation and enforcement of this Deed.

20. SEVERABILITY

The provisions of this Deed shall be severable and distinct from each other and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of each of the remaining provisions of this Deed shall not in any way be affected, prejudiced or impaired thereby.

21. FACILITIES

Nothing contained in this Deed shall bind any Financier to make any advance or prepayment or to grant any credit or other facilities to any of the Group Companies.

22. TIME AND INDULGENCE

Each Financier shall be entitled to grant time or indulgence or to release or compound with any of the Group Companies or otherwise deal with its Security without reference to the other except to the extent regulated by this Deed.

23. COUNTERPARTS

This Deed may be executed in any number of documents or counterparts each in the like form, all of which taken together shall constitute one and the same document.

24. NOTICES

24.1 Any notice or other communication given or made under or in connection with the matters contemplated by this Deed shall be in writing.

24.2 Any such notice or other communication shall, subject to clause 24.3 be addressed to the relevant party at its address stated at the beginning of this Deed and, if so addressed, shall be deemed to have been duly given or made as follows:

- (a) if sent by personal delivery, upon delivery at the address of the relevant party;
- (b) if sent by first class pre-paid letter post, two clear business days after the date of posting.

24.3 A party may notify the other parties to this Deed of a change to its name or address for the purposes of clause 24.2 provided that such notification shall only be effective on:

- (a) the date specified in the notification as the date on which the change is to take place; or
- (b) if no date is specified or the date specified is less than five clear business days after the date on which notice is given, the date falling five clear business days after notice of any such change has been given.

24.4 For the avoidance of doubt, the parties agree that the provisions of this clause shall not apply in relation to the service of any document by which any legal proceedings are commenced or continued or forming any part of such proceedings.

25. POWER OF ATTORNEY

The Subordinated Creditors hereby irrevocably appoint by way of security the Senior Creditors as their respective attorney in their respective name or otherwise to execute any document of any kind (including any consents, notices, waivers or releases) which they are obliged to execute under this Deed and which they fail to execute promptly upon request. The Senior Creditors may delegate this power to any receiver appointed in respect of the Senior Security.

26. LAW AND JURISDICTION

26.1 *This Deed is governed by, and shall be construed in accordance with, English law.*

26.2 The parties to this Deed irrevocably submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with this Deed.

IN WITNESS whereof the parties hereto have executed this Deed and have delivered it on the day and year first above written.

SCHEDULE 1

THE GROUP COMPANIES

Company	Company Number
Pertemps Network Group Limited	07776671
Pertemps Limited	04881571
Network Group Holdings Limited	06281278
Pertemps Jobshop Limited	02827815
Red Personnel Limited	05508058
Camberley Recruitment Limited	03960814
Pertemps Recruitment Solutions (Croydon) Limited	04925994
Aviation Resource Limited	04352126
Pertemps Network Administration Limited	04875998
ESOS Limited	07503942
Pertemps (Scotland) Limited	SC238866
Riverside Recruitment (UK) Limited	04143393
ESOS Net Limited	04163689
NHSC (Scotland) Limited	SC432923
BJD Group Limited	03426955
Pertemps Recruitment Partnership Limited	01644241
ISE Partners Limited	06236332
Pertemps Swindon Limited	05448345
PPF Limited	03352071
Network Recruitment Solutions Limited	03881002
Network HR Recruitment Limited	04608312
NGI Consulting Limited	08558295
Network Ventures Limited	04881694
Sheridan Maine (North West) Limited	06868118
HSE Recruitment Network Ltd	04331963
Executive Network Group Limited	04725173
Network Public Sector Limited	09373804
Nurture People Limited	03937372
Network Construction Services Limited	04412219
Network RGB Limited	04052187
Network Sales & Marketing Limited	03248332
Cactus Search Limited	04985938
Talent Match Limited	07601253
Aviation Payroll Limited	06284868
RGB Recruitment Limited	07397266
FMCG Executive Network Limited	04394176
Trinity IT Consulting Limited	06842484
The Education Network (Midlands) Limited	07191961
Sheridan Maine Recruitment Limited	07592402
Sheridan Maine (SW) Limited	08156088
Sheridan Maine (South East) Limited	08033420
SSR General & Management Limited	06796708
Pertemps Network Catering Limited	02727140
Network IT Recruitment Limited	03315755
Click Recruitment Limited	08140977
The People Network Limited	04661786

FM Property Network Limited	07174217
Technical Network Recruitment Limited	03880069
Procurement People Recruitment Limited	06234137
Aviation Recruitment Network Limited	07747718
Network Healthcare Limited	08802840
SSR Contract & Technical Limited	06796632
Network Healthcare Professionals Limited	04079081
Porter Moore Limited	03522975
Restgarth Care Limited	05292819
Paragon Network Limited	08153422
Pertemps Medical Group Limited	07768433
MPS Healthcare Limited	09230696
Education Network Limited	07489285
Sheridan Maine (Midlands) Limited	09308235
T.E.N (The Education Network – Employment Services) Limited	03178495
Network Medical Group Limited	10515573
Pertemps Medical Professionals Limited	07121634
Makoto ERP Recruitment Limited	07075290
Network ERP and IT (EMEA) Limited	10513419
Connect Professional Services Limited	07406394
Treadstone ERP Consulting Limited	07510480
Core MR Limited	07130974
Ellen Webb Limited	07158101
Makoto ERP UK Limited	07632249
Pertemps Medical Limited	05005142
Pertemps Network Medical Limited	04623639
Empire Medical Locums Limited	07732042
PPF Group Limited	09658062
Pertemps Online Shopping Hub Limited	05216325
PPF Grp Limited	09040233
LGV Network Limited	08141059
TW Network Limited	05628153

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SCHEDULE 2
THE SUBORDINATED CREDITORS

Company	Company Number
Network Ventures Limited (previously known as Pertemps Ventures Limited)	04881694
P Investments Limited (previously known as Pertemps Investments Limited)	04881705
Pertemps Recruitment Partnership Limited	01644241
Pertemps Limited	04881571
ESOS Net Limited	04163689
CNA ES Limited (previously known as CNA Executive Search Limited)	03009607

SCHEDULE 3**Part 1****BoS SECURITY**

Document	Document Date	Charger
Debenture	3 February 2012	Pertemps Network Group Limited
Debenture	19 January 2004	Pertemps Limited
Debenture	12 April 2016	PPF Group Limited
Debenture	12 April 2016	PPF Grp Limited
Debenture	12 April 2016	LGV Network Limited
Debenture	12 April 2016	TW Network Limited
Debenture	12 April 2016	PPF Limited

Part 2

LLOYDS SECURITY

Document	Document Date	Chargor
Composite Debenture between the Group Companies	On or around the date of this deed	The Group Companies
Debenture	3 February 2012	Pertemps Network Group Limited
Omnibus Guarantee and Set-Off Agreement	3 February 2012	Pertemps Network Group Limited
Debenture	18 November 2014	Pertemps Limited
Omnibus Guarantee and Set-Off Agreement	3 February 2012	Pertemps Limited
Debenture	12 September 2007	Network Group Holdings Limited
Omnibus Guarantee and Set-Off Agreement	12 September 2007	Network Group Holdings Limited
Debenture	18 September 2014	Pertemps Jobshop Limited
Omnibus Guarantee and Set-Off Agreement	3 February 2012	Pertemps Jobshop Limited
Debenture	12 September 2007	Pertemps Network Administration Limited
Omnibus Guarantee and Set-Off Agreement	12 September 2007	Pertemps Network Administration Limited
Debenture	12 April 2016	PPF Group Limited
Omnibus Guarantee and Set-Off Agreement	12 April 2016	PPF Group Limited
Debenture	12 September 2007	ESOS Net Limited
Omnibus Guarantee and Set-Off Agreement	12 September 2007	ESOS Net Limited
Omnibus Guarantee and Set-Off Agreement	3 February 2012	Pertemps Online Shopping Hub Limited
Debenture	18 November 2014	Pertemps Recruitment Partnership Limited
Omnibus Guarantee and Set-Off Agreement	3 February 2012	Pertemps Recruitment Partnership Limited
Debenture	12 April 2016	PPF Grp Limited

Omnibus Guarantee and Set-Off Agreement	12 April 2016	PPF Grp Limited
Debenture	12 April 2016	LGV Network Limited
Omnibus Guarantee and Set-Off Agreement	12 April 2016	LGV Network Limited
Debenture	12 April 2016	TW Network Limited
Omnibus Guarantee and Set-Off Agreement	12 April 2016	TW Network Limited
Debenture	12 April 2016	PPF Limited
Omnibus Guarantee and Set-Off Agreement	12 April 2016	PPF Limited
Debenture	12 September 2007	Network Ventures Limited
Omnibus Guarantee and Set-Off Agreement	12 September 2007	Network Ventures Limited

Part 3

CF SECURITY

Document	Document Date	Chargor
Debenture	3/2/12	Pertemps Network Group Limited
Debenture	10/9/09	Pertemps Limited
Debenture	26/11/10	Network Group Holdings Limited
Debenture	10/9/09	Pertemps Jobshop Limited
Debenture	4/11/13	Red Personnel Limited
Debenture	10/9/09	Camberley Recruitment Limited
Debenture	10/9/09	Pertemps Recruitment Solutions (Croydon) Limited
Debenture	10/9/09	Aviation Resource Limited
Debenture	26/11/10	Pertemps Network Administration Limited
Debenture	7/4/11	ESOS Limited
Bond and Floating Charge	1/10/09	Pertemps (Scotland) Limited
Debenture	8/8/14	Riverside Recruitment (UK) Limited
Debenture	26/11/10	ESOS Net Limited
Bond and Floating Charge	10/7/14	NHSC (Scotland) Limited
Debenture	10/7/14	NHSC (Scotland) Limited
Debenture	12/4/13	BJD Group Limited
Debenture	10/9/09	Pertemps Recruitment Partnership Limited
Debenture	25/6/18	ISE Partners Limited
Debenture	10/9/09	Pertemps Swindon Limited

Debenture	12/4/16	PPF Limited
Debenture	26/11/10	Network Recruitment Solutions Limited
Debenture	26/11/10	Network HR Recruitment Limited
Debenture	10/4/15	NGI Consulting Limited
Debenture	26/11/10	Network Ventures Limited
Debenture	4/5/11	Sheridan Maine (North West) Limited
Debenture	26/11/10	HSE Recruitment Network Ltd
Debenture	26/11/10	Executive Network Group Limited
Debenture	7/4/15	Network Public Sector Limited
Debenture	2/2/12	Nurture People Limited
Debenture	26/11/10	Network Construction Services Limited
Debenture	26/11/10	Network RGB Limited
Debenture	26/11/10	Network Sales & Marketing Limited
Debenture	26/11/10	Cactus Search Limited
Debenture	3/6/11	Talent Match Limited
Debenture	26/11/10	Aviation Payroll Limited
Debenture	26/11/10	RGB Recruitment Limited
Debenture	26/11/10	FMCG Executive Network Limited
Debenture	26/11/10	Trinity IT Consulting Limited
Debenture	13/8/14	The Education Network (Midlands) Limited
Debenture	17/8/11	Sheridan Maine Recruitment Limited
Debenture	14/9/12	Sheridan Maine (SW) Limited

Debenture	14/9/12	Sheridan Maine (South East) Limited
Debenture	10/8/11	SSR General & Management Limited
Debenture	26/11/10	Pertemps Network Catering Limited
Debenture	26/11/10	Network IT Recruitment Limited
Debenture	18/7/12	Click Recruitment Limited
Debenture	6/2/13	The People Network Limited
Debenture	26/11/10	FM Property Network Limited
Debenture	26/11/10	Technical Network Recruitment Limited
Debenture	20/5/11	Procurement People Recruitment Limited
Debenture	28/9/11	Aviation Recruitment Network Limited
Debenture	13/7/16	Network Healthcare Limited
Debenture	10/8/11	SSR Contract & Technical Limited
Debenture	26/11/10	Network Healthcare Professionals Limited
Debenture	26/11/10	Porter Moore Limited
Debenture	4/3/14	Restgarth Care Limited
Debenture	12/9/12	Paragon Network Limited
Debenture	25/3/13	Pertemps Medical Group Limited
Debenture	22/12/14	MPS Healthcare Limited
Debenture	13/8/14	Education Network Limited
Debenture	17/11/15	Sheridan Maine (Midlands) Limited
Debenture	13/8/14	T.E.N (The Education Network – Employment Services) Limited
Debenture	12/12/16	Network Medical Group Limited

Debenture	2/2/12	Pertemps Medical Professionals Limited
Debenture	2/2/12	Makoto ERP Recruitment Limited
Debenture	12/12/16	Network ERP and IT (EMEA) Limited
Debenture	2/2/12	Connect Professional Services Limited
Debenture	2/2/12	Treadstone ERP Consulting Limited
Debenture	2/2/12	Core MR Limited
Debenture	2/2/12	Ellen Webb Limited
Debenture	2/2/12	Makoto ERP UK Limited
Debenture	2/4/13	Pertemps Medical Limited
Debenture	25/3/13	Pertemps Network Medical Limited
Debenture	2/2/12	Empire Medical Locums Limited

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SCHEDULE 4**THE SUBORDIANTED SECURITY**

Document	Document Date	Parties
Debenture	4/11/13	(1) Red Personnel Limited (2) Pertemps Recruitment Partnership Limited
	5/5/00	(1) Camberley Recruitment Limited (2) Pertemps Recruitment Partnership Limited
	30/3/09	(1) Camberley Recruitment Limited (2) Pertemps Recruitment Partnership Limited
	16/12/03	(1) Pertemps Recruitment Solutions (Croydon) Limited (2) Pertemps Recruitment Partnership Limited
	18/3/09	(1) Pertemps Recruitment Solutions (Croydon) Limited (2) Pertemps Recruitment Partnership Limited
	6/9/02	(1) Aviation Resource Limited (2) Pertemps Recruitment Partnership Limited
	7/4/11	(1) ESOS Limited (2) ESOS Net Limited
	11/12/08	(1) Pertemps (Scotland) Limited (2) Pertemps Recruitment Partnership Limited
	5/8/14	(1) Riverside Recruitment (UK) Limited (2) Pertemps Recruitment Partnership Limited
	10/7/14	(1) NHSC (Scotland) Limited (2) Pertemps Recruitment Partnership Limited
	16/12/08	(1) Pertemps Online Shopping Hub Limited (2) Pertemps Investments Limited (now known as P Investments Limited)
	12/4/13	(1) BJD Group Limited (2) Network Ventures Limited
	23/8/05	(1) Pertemps Swindon Limited (2) Pertemps Recruitment Partnership Limited
	12/4/16	(1) PPF Limited (2) Pertemps Recruitment Partnership Limited
	13/11/09	(1) Network Recruitment Solutions Limited (2) Network Ventures Ltd
	19/1/04	(1) Network HR Recruitment Limited (2) Pertemps Ventures Limited (now known as Network Ventures Ltd)
	18/9/07	(1) Network HR Recruitment Limited (2) Pertemps Ventures Limited (now known as Network Ventures Ltd)
	10/4/15	(1) NGI Consulting Limited (2) Network Ventures Ltd

	4/5/11	(1) Sheridan Maine (North West) Limited (2) Network Ventures Ltd
	19/1/04	(1) HSE Recruitment Network Ltd (2) Pertemps Ventures Limited (now known as Network Ventures Ltd)
	24/11/10	(1) HSE Recruitment Network Ltd (2) Network Ventures Ltd
	19/1/04	(1) Executive Network Group Limited (2) Pertemps Ventures Limited (now known as Network Ventures Ltd)
	18/9/07	(1) Executive Network Group Limited (2) Network Ventures Ltd
	7/4/15	(1) Network Public Sector Limited (2) Network Ventures Ltd
	27/3/13	(1) Nurture People Limited (2) Network Ventures Ltd
	12/9/05	(1) Network Construction Services Limited (2) Pertemps Ventures Limited (now known as Network Ventures Ltd)
	3/9/07	(1) Network Construction Services Limited (2) Pertemps Ventures Limited (now known as Network Ventures Ltd)
	27/12/06	(1) Network RGB Limited (2) Pertemps Ventures Limited (now known as Network Ventures Ltd)
	19/1/04	(1) Network Sales & Marketing Limited (2) Pertemps Ventures Limited (now known as Network Ventures Ltd)
	18/7/07	(1) Network Sales & Marketing Limited (2) Pertemps Ventures Limited (now known as Network Ventures Ltd)
	1/7/08	(1) Cactus Search Limited (2) Pertemps Ventures Limited (now known as Network Ventures Ltd)
	3/6/11	(1) Talent Match Limited (2) Network Ventures Ltd
	10/9/07	(1) Aviation Payroll Limited (2) Pertemps Ventures Limited (now known as Network Ventures Ltd)
	17/11/10	(1) RGB Recruitment Limited (2) Network Ventures Ltd
	3/12/07	(1) FMCG Executive Network Limited (2) Network Ventures Ltd
	29/5/09	(1) Trinity IT Consulting Limited (2) Network Ventures Ltd
	15/3/13	(1) The Education Network (Midlands) Limited (2) Pertemps Recruitment Partnership Limited
	13/8/14	(1) The Education Network (Midlands) Limited (2) Network Ventures Ltd

	15/4/11	(1) Sheridan Maine Recruitment Limited (2) Network Ventures Ltd
	14/9/12	(1) Sheridan Maine (SW) Limited (2) Network Ventures Ltd
	14/9/12	(1) Sheridan Maine (South East) Limited (2) Network Ventures Ltd
	9/6/10	(1) SSR General & Management Limited (2) Network Ventures Ltd
	6/6/07	(1) Pertemps Network Catering Limited (2) Pertemps Ventures Limited (now known as Network Ventures Ltd)
	19/1/04	(1) Network IT Recruitment Limited (2) Pertemps Ventures Limited (now known as Network Ventures Ltd)
	11/5/10	(1) Network IT Recruitment Limited (2) Network Ventures Ltd
	16/7/12	(1) Click Recruitment Limited (2) Network Ventures Ltd
	6/2/13	(1) The People Network Limited (2) Network Ventures Ltd
	1/9/10	(1) FM Property Network Limited (2) Network Ventures Ltd
	1/11/04	(1) Technical Network Recruitment Limited (2) Network Ventures Ltd
	24/11/10	(1) Technical Network Recruitment Limited (2) Network Ventures Ltd
	20/5/11	(1) Procurement People Recruitment Limited (2) Network Ventures Ltd
	28/9/11	(1) Aviation Recruitment Network Limited (2) Network Ventures Ltd
	13/7/16	(1) Network Healthcare Limited (2) Network Ventures Ltd
	9/6/10	(1) SSR Contract & Technical Limited (2) Network Ventures Ltd
	17/8/07	(1) Network Healthcare Professionals Limited (2) Pertemps Ventures Limited (now known as Network Ventures Ltd)
	1/11/04	(1) Network Healthcare Professionals Limited (2) Pertemps Ventures Limited (now known as Network Ventures Ltd)
	19/1/04	(1) Porter Moore Limited (2) Pertemps Ventures Limited (now known as Network Ventures Ltd)
	5/9/07	(1) Porter Moore Limited (2) Pertemps Ventures Limited (now known as Network Ventures Ltd)
	18/2/14	(1) Restgarth Care Limited (2) Network Ventures Ltd

	12/9/12	(1) Paragon Network Limited (2) Network Ventures Ltd
	25/3/13	(1) Pertemps Medical Group Limited (2) Network Ventures Ltd
	22/12/14	(1) MPS Healthcare Limited (2) Network Ventures Ltd
	28/7/11	(1) Education Network Limited (2) CNA Executive Search Limited (now known as CNA ES Limited)
	31/8/14	(1) Education Network Limited (2) Network Ventures Ltd
	5/1/15	(1) Sheridan Maine (Midlands) Limited (2) Network Ventures Ltd
	13/8/14	(1) T.E.N (The Education Network – Employment Services) Limited (2) Network Ventures Ltd
	27/7/10	(1) T.E.N (The Education Network – Employment Services) Limited (2) Pertemps Investments Limited (now known as P Investments Limited)
	12/12/16	(1) Network Medical Group Limited (2) Network Ventures Ltd
	12/8/11	(1) Pertemps Medical Professionals Limited (2) Pertemps Recruitment Partnership Limited
	27/3/13	(1) Pertemps Medical Professionals Limited (2) Network Ventures Ltd
	12/8/11	(1) Makoto ERP Recruitment Limited (2) Pertemps Recruitment Partnership Limited
	27/3/13	(1) Makoto ERP Recruitment Limited (2) Network Ventures Ltd
	12/12/16	(1) Network ERP and IT (EMEA) Limited (2) Network Ventures Ltd
	8/8/11	(1) Connect Professional Services Limited (2) Pertemps Recruitment Partnership Limited
	27/3/13	(1) Connect Professional Services Limited (2) Network Ventures Ltd
	8/8/11	(1) Treadstone ERP Consulting Limited (2) Pertemps Recruitment Partnership Limited
	27/3/13	(1) Treadstone ERP Consulting Limited (2) Network Ventures Ltd
	12/8/11	(1) Core MR Limited (2) Pertemps Recruitment Partnership Limited
	27/3/13	(1) Core MR Limited (2) Network Ventures Ltd
	12/8/11	(1) Ellen Webb Limited (2) Pertemps Recruitment Partnership Limited

	27/3/13	(1) Ellen Webb Limited (2) Network Ventures Ltd	
	10/2/12	(1) Makoto ERP UK Limited (2) Pertemps Recruitment Partnership Limited	SH/A
	27/3/13	(1) Makoto ERP UK Limited (2) Network Ventures Ltd	SH/A
	2/4/13	(1) Pertemps Medical Limited (2) Network Ventures Ltd	
	15/2/12	(1) Pertemps Network Medical Limited (2) Pertemps Recruitment Partnership Limited	
	25/3/13	(1) Pertemps Network Medical Limited (2) Network Ventures Ltd	
	12/8/11	(1) Empire Medical Locums Limited (2) Pertemps Recruitment Partnership Limited	
	25/3/13	(1) Empire Medical Locums Limited (2) Network Ventures Ltd	

SCHEDULE 5

FORM OF GROUP COMPANY DEED OF ACCESSION

Deed of Accession

THE SUPPLEMENTAL DEED is made on 20[]
BETWEEN:

- (1) THE COMPANIES LISTED IN SCHEDULE 1 (each an "Acceding Group Company", together the "Acceding Group Companies");
- (2) THE COMPANIES LISTED IN PART 1 OF SCHEDULE 2 (together the "Existing Group Companies");
- (3) THE COMPANIES LISTED IN PART 2 OF SCHEDULE 2 (together the "Subordinated Creditors");
- (4) LLOYDS BANK PLC (the "Lloyds")
- (5) BANK OF SCOTLAND ("BoS")
- (6) LLOYDS BANK COMMERCIAL FINANCE ("CF")

WHEREAS:

This Supplemental Deed is supplemental to a Deed of Priorities dated [] and made between, *inter alia*, the Existing Group Companies (1) the Subordinated Creditors (2) Lloyds (3) CF (4) and BoS (5) (the "Deed of Priorities").

IT IS AGREED and declared as follows:

1. DEFINITIONS

- 1.1 Words or expressions defined (including by reference) in the Deed of Priorities shall, unless otherwise defined in this Supplemental Deed, bear the same meaning in this Supplemental Deed (including the recital).
- 1.2 The principles of construction set out in clauses 1.2 to 1.3 of the Deed of Priorities shall apply *mutatis mutandis* to this Supplemental Deed as if they were set out in full in this Supplemental Deed.

2. ACCESSION OF THE ACCEDING COMPANY

- 2.1 By its execution of this Supplemental Deed: -
 - 2.1.1 the Parent (as defined in the Deed of Priorities) confirms that each Acceding Group Company comes within the definition of Group Company;
 - 2.1.2 each of the Acceding Group Companies unconditionally and irrevocably undertakes to and agrees with the Existing Group Companies, the Subordinated Creditors, Lloyds, CF and BoS to observe and be bound by the terms and provisions of the Deed of Priorities as if it were an original party to it as one of the Group Companies;
 - 2.1.3 and pursuant to clause 18.4 of the Deed of Priorities, each of the Acceding Group Companies irrevocably appoints the Parent to be its attorney to

execute any subsequent Deed of Accession as the Parent in its discretion shall think fit and each of the Acceding Group Companies agrees to ratify and confirm any such Deed of Accession executed or purported to be executed by the Parent in its name;

- 2.2 The Existing Group Companies (acting by the Parent) consent to the accession of the Acceding Group Companies to the Deed of Priorities on the terms of clause 2.1 of this Supplemental Deed and agree that the Deed of Priorities shall from now on be read and construed as if the Acceding Group Companies had been named in it as Group Companies.

3. **INTERPRETATION**

This Supplemental Deed shall from now on be read as one with the Deed of Priorities, so that all references in the Deed of Priorities to "*this Deed*" and "*this Deed of Priorities*" and similar expressions shall include references to this Supplemental Deed.

4. **DELIVERY**

This Supplemental Deed shall be treated as having been executed and delivered as a deed only upon being dated.

5. **COUNTERPARTS**

This Supplemental Deed may be executed in any number of counterparts each of which shall be deemed to be an original, and which together shall constitute one and the same instrument.

6. **LAW AND JURISDICTION**

- 6.1 This Supplemental Deed is governed by, and shall be construed in accordance with, English law.
- 6.2 The parties to this Supplemental Deed irrevocably submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with this Supplemental Deed.

IN WITNESS whereof this Supplemental Deed has been executed by the Existing Group Companies, the Subordinated Creditors and the Acceding Group [Company] [Companies] and has been delivered upon its being dated, in the case of the Acceding Group Companies other than the Parent, for and on its behalf by the Parent pursuant to a power of attorney contained in the Deed of Priorities.

SCHEDULE 1
The Acceding Group Companies

Company Name	Registration Number
[]	[]
[]	[]

SCHEDULE 2
Part 1
The Existing Group Companies

Company Name	Registration Number
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]

Part 2
The Subordinated Creditors

Company Name	Registration Number
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]

**ACCEDING GROUP [COMPANY]
[COMPANIES]**

EXECUTED as a **DEED** by
[] LIMITED
acting by a director
in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

THE PARENT

EXECUTED as a **DEED** by
PERTEMPS NETWORK GROUP LIMITED
acting by a director
in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

EXISTING GROUP COMPANIES

EXECUTED as a **DEED** by the **EXISTING
GROUP COMPANIES** (other than **Pertemps
Network Group Limited**) acting **Pertemps
Network Group Limited** their duly authorised
attorney acting by a director
in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

SUBORDINATED CREDITORS

EXECUTED as a **DEED** by the
SUBORDINATED CREDITORS (other than
[THE PARENT]) acting by [THE PARENT] their
duly authorised attorney acting by a director
in the presence of:

Lloyds

EXECUTED as a **DEED** by
[]
acting by its duly [authorised attorney]
in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

BoS

EXECUTED as a **DEED** by
[]
acting by its duly [authorised attorney]
in the presence of:

Execution Version

Witness' Signature:

Name:

Address:

Occupation:

Lloyds Bank Commercial Finance Limited

EXECUTED as a **DEED** by

[]

acting by its duly [authorised attorney]
in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

[END OF SCHEDULE]

SCHEDULE 6

FORM OF FINANCIERS DEED OF ACCESSION

Deed of Accession

This Deed made on the day of 20[]

BY: [] of [] (the "**Acceding Party**") in favour of

and **SUPPLEMENTAL** to a Deed of Priorities (the "**Deed of Priorities**") dated and made between (a) the Group Companies (b) the Subordinated Creditors, and (c) Lloyds (d) BoS and (e) CF

NOW THIS DEED WITNESSES as follows:

1. Words and expressions defined in the Deed of Priorities shall have the same meaning in this Deed.
2. The Acceding Party confirms it has been supplied with a copy of the Deed of Priorities and that [[] (the "**Transferor**") has agreed to transfer to it [Senior Security/ Subordinated Security] detailed in the Schedule to this Deed.]
3. The Acceding Party covenants with the [Senior Creditors for the benefit of the Senior Creditors] [and the] [Subordinated Creditors for the benefit of the Subordinated Creditors] (including its respective assigns, transferees and successors in title) to be bound by all the terms of the Deed of Priorities so that the Acceding Party shall be a party to the Deed of Priorities as if it had always been included in the definition of [Senior Creditors] [Subordinated Creditors] with effect from the date the Acceding Party executes this Deed of Accession.
4. This Deed shall be governed by and construed according to English law.

SCHEDULE

IN WITNESS whereof the Acceding Party, the Senior Creditors, the Subordinated Creditors and the Parent (for itself and as attorney for the Group Companies) have caused this Deed to be duly executed the day and year first above written.

THE PARENT

EXECUTED as a **DEED** by
PERTEMPS NETWORK GROUP LIMITED
acting by a director
in the presence of:


.....

Witness' Signature:

Name:

Address:

Occupation:

EXISTING GROUP COMPANIES

EXECUTED as a **DEED** by the **EXISTING**
GROUP COMPANIES (other than **Pertemps**
Network Group Limited) acting **Pertemps**
Network Group Limited their duly authorised
attorney acting by a director
in the presence of:


.....

Witness' Signature:

Name:

Address:

Occupation:

SUBORDINATED CREDITORS

EXECUTED as a **DEED** by the
SUBORDINATED CREDITORS (other than
Pertemps Network Group Limited acting by
Pertemps Network Group Limited their duly
authorised attorney acting by a director
in the presence of:


.....

Execution Version

Witness' Signature:

Name:

Address:

Occupation:

Lloyds

EXECUTED as a **DEED** by

[]

acting by its duly [authorised attorney]
in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

BoS

EXECUTED as a **DEED** by

[]

acting by its duly [authorised attorney]
in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

Lloyds Bank Commercial Finance Limited

EXECUTED as a **DEED** by

[]

acting by its duly [authorised attorney]

in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

[END OF SCHEDULE]

EXECUTION PAGES

SENIOR CREDITORS

**EXECUTED as a DEED by
LLOYDS BANK PLC**

acting by.....
its duly authorised attorney
in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

**EXECUTED as a DEED by
BANK OF SCOTLAND PLC**

acting by..... CHRIS REES
its duly authorised attorney
in the presence of:

Witness' Signature: Dawn Sugarman

Name: DAWN SUGARMAN

Address: 10 CRESSHAM STREET, LONDON

Occupation: MANAGER

**EXECUTED as a DEED by
LLOYDS BANK COMMERCIAL FINANCE LIMITED**

acting by.....
its duly authorised attorney
in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

Jacob Barnes Sawbridge
Deal Management Senior



Signed as a deed by undernoted Attorney of
Lloyds Bank PLC

Rebecca Barbara Doyle
Deal Management Administrator



Signed as a deed by undernoted Attorney of
Lloyds Bank PLC



Jacob Barnes Sawbridge
Deal Management Senior



Signed as a deed by undernoted Attorney of
Lloyds Bank Commercial Finance Limited

Rebecca Barbara Doyle
Deal Management Administrator



Signed as a deed by undernoted Attorney of
Lloyds Bank Commercial Finance Limited

THE SUBORDINATED CREDITORS


EXECUTED as a **DEED** by
NETWORK VENTURES LIMITED
acting by a director in the presence of:


.....

Witness' Signature: 

Name: 

Address: 

Occupation: 

EXECUTED as a **DEED** by
P INVESTMENTS LIMITED
acting by a director in the presence of:

.....

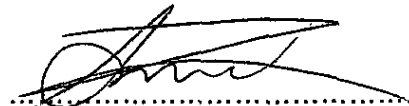
Witness' Signature:

Name:

Address:

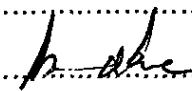
Occupation:

EXECUTED as a **DEED** by
PERTEMPS RECRUITMENT PARTNERSHIP LIMITED
acting by a director in the presence of:


.....

Witness' Signature: 

Name: 

Address: 

Occupation:

THE SUBORDINATED CREDITORS

EXECUTED as a DEED by
NETWORK VENTURES LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

EXECUTED as a DEED by
P INVESTMENTS LIMITED
acting by a director in the presence of:

Witness' Signature:

Name: SPENCER JONES

Address: MELDEN HALL, MAIN RD CUTHBERT

Occupation: GROUP FD

EXECUTED as a DEED by
PERTEMPS RECRUITMENT PARTNERSHIP LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

THE SUBORDINATED CREDITORS CONTINUED

EXECUTED as a DEED by
PERTEMPS LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

.....

EXECUTED as a DEED by
ESOS NET LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

.....

EXECUTED as a DEED by
CNA ES LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:


Address:

Occupation:

.....

THE GROUP COMPANIES

EXECUTED as a DEED by
PERTEMPS NETWORK GROUP LIMITED
acting by a director in the presence of:


.....

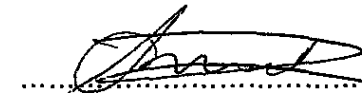
Witness' Signature:

Name:

Address:

Occupation:

EXECUTED as a DEED by
PERTEMPS LIMITED
acting by a director in the presence of:


.....

Witness' Signature:

Name:

Address:

Occupation:

EXECUTED as a DEED by
NETWORK GROUP HOLDINGS LIMITED
acting by a director in the presence of:


.....

Witness' Signature:

Name:

Address:

Occupation:

THE GROUP COMPANIES CONTINUED

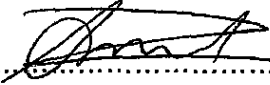
EXECUTED as a **DEED** by
PERTEMPS JOBSHOP LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

.....

EXECUTED as a **DEED** by
RED PERSONNEL LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

.....


EXECUTED as a **DEED** by
CAMBERLEY RECRUITMENT LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

.....

THE GROUP COMPANIES CONTINUED

**EXECUTED as a DEED by
PERTEMPS RECRUITMENT SOLUTIONS
(CROYDON) LIMITED** acting by a director
in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

.....



**EXECUTED as a DEED by
AVIATION RESOURCE LIMITED**
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

.....


**EXECUTED as a DEED by
PERTEMPS NETWORK ADMINISTRATION LIMITED**
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

.....


THE GROUP COMPANIES CONTINUED

EXECUTED as a **DEED** by
ESOS LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

.....


EXECUTED as a **DEED** by
PERTEMPS (SCOTLAND) LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

.....

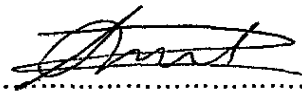

EXECUTED as a **DEED** by
RIVERSIDE RECRUITMENT (UK) LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

.....


THE GROUP COMPANIES CONTINUED

EXECUTED as a **DEED** by
ESOS NET LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

.....


EXECUTED as a **DEED** by
NHSC (SCOTLAND) LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

.....

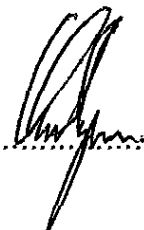

EXECUTED as a **DEED** by
BJD GROUP LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

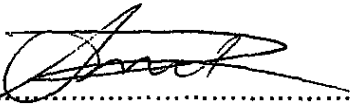
Address:

Occupation:

.....


THE GROUP COMPANIES CONTINUED

EXECUTED as a **DEED** by
PERTEMPS RECRUITMENT PARTNERSHIP LIMITED
acting by a director in the presence of:


.....

Witness' Signature: 

Name: 

Address: 

Occupation:

EXECUTED as a **DEED** by
ISE PARTNERS LIMITED
acting by a director in the presence of:


.....

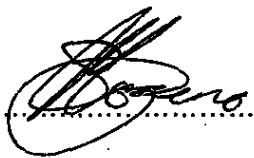
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Address: 

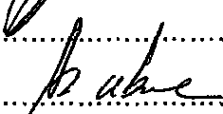
Occupation:

EXECUTED as a **DEED** by
PERTEMPS SWINDON LIMITED
acting by a director in the presence of:


.....

Witness' Signature: 

Name: 

Address: 

Occupation:

THE GROUP COMPANIES CONTINUED

**EXECUTED as a DEED by
PPF LIMITED**

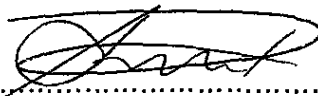
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:


.....


**EXECUTED as a DEED by
NETWORK RECRUITMENT SOLUTIONS LIMITED**
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:


.....

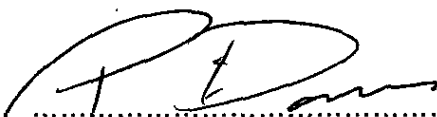
**EXECUTED as a DEED by
NETWORK HR RECRUITMENT LIMITED**
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:


.....

THE GROUP COMPANIES CONTINUED

**EXECUTED as a DEED by
NGI CONSULTING LIMITED**
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

.....

**EXECUTED as a DEED by
NETWORK VENTURES LIMITED**
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

.....

**EXECUTED as a DEED by
SHERIDAN MAINE (NORTH WEST) LIMITED**
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

.....

THE GROUP COMPANIES CONTINUED


EXECUTED as a **DEED** by
HSE RECRUITMENT NETWORK LTD
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:



EXECUTED as a **DEED** by
EXECUTIVE NETWORK GROUP LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:



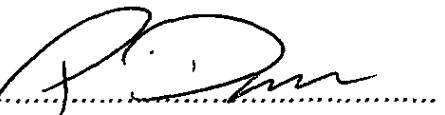
EXECUTED as a **DEED** by
NETWORK PUBLIC SECTOR LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:



THE GROUP COMPANIES CONTINUED

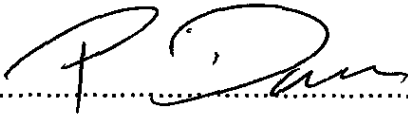
EXECUTED as a DEED by
NURTURE PEOPLE LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:



EXECUTED as a DEED by
NETWORK CONSTRUCTION SERVICES LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:



EXECUTED as a DEED by
NETWORK RGB LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

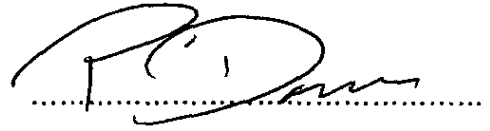
Address:

Occupation:



THE GROUP COMPANIES CONTINUED

EXECUTED as a **DEED** by
NETWORK SALES & MARKETING LIMITED
acting by a director in the presence of:


.....

Witness' Signature: 

Name:

Address:

Occupation:

EXECUTED as a **DEED** by
CACTUS SEARCH LIMITED
acting by a director in the presence of:


.....

Witness' Signature: 

Name:

Address:

Occupation:

EXECUTED as a **DEED** by
TALENT MATCH LIMITED
acting by a director in the presence of:


.....

Witness' Signature: 

Name:

Address:

Occupation:

THE GROUP COMPANIES CONTINUED

EXECUTED as a DEED by
AVIATION PAYROLL LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

EXECUTED as a DEED by
RGB RECRUITMENT LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

EXECUTED as a DEED by
FMCG EXECUTIVE NETWORK LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

THE GROUP COMPANIES CONTINUED


EXECUTED as a DEED by
TRINITY IT CONSULTING LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:


.....


EXECUTED as a DEED by
THE EDUCATION NETWORK (MIDLANDS) LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:


.....

EXECUTED as a DEED by
SHERIDAN MAINE RECRUITMENT LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:


.....

THE GROUP COMPANIES CONTINUED

EXECUTED as a DEED by
SHERIDAN MAINE (SW) LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:



EXECUTED as a DEED by
SHERIDAN MAINE (SOUTH EAST) LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:



EXECUTED as a DEED by
SSR GENERAL & MANAGEMENT LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:



THE GROUP COMPANIES CONTINUED

EXECUTED as a **DEED** by
PERTEMPS NETWORK CATERING LIMITED
acting by a director in the presence of:


.....

Witness' Signature: 

Name:

Address: 

Occupation:

EXECUTED as a **DEED** by
NETWORK IT RECRUITMENT LIMITED
acting by a director in the presence of:


.....


Witness' Signature: 

Name:

Address: 

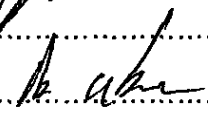
Occupation:

EXECUTED as a **DEED** by
CLICK RECRUITMENT LIMITED
acting by a director in the presence of:


.....

Witness' Signature: 

Name:

Address: 

Occupation:

THE GROUP COMPANIES CONTINUED

EXECUTED as a **DEED** by
THE PEOPLE NETWORK LIMITED
acting by a director in the presence of:


.....


Witness' Signature: 

Name: 

Address: 

Occupation:

EXECUTED as a **DEED** by
FM PROPERTY NETWORK LIMITED
acting by a director in the presence of:


.....


Witness' Signature: 

Name: 

Address: 

Occupation:

EXECUTED as a **DEED** by
TECHNICAL NETWORK RECRUITMENT LIMITED
acting by a director in the presence of:


.....

Witness' Signature: 

Name: 

Address: 

Occupation:

THE GROUP COMPANIES CONTINUED

EXECUTED as a **DEED** by
PROCUREMENT PEOPLE RECRUITMENT LIMITED
acting by a director in the presence of:


.....

Witness' Signature: 

Name: 

Address: 

Occupation:

EXECUTED as a **DEED** by
AVIATION RECRUITMENT NETWORK LIMITED
acting by a director in the presence of:


.....


Witness' Signature: 

Name: 

Address: 

Occupation:

EXECUTED as a **DEED** by
NETWORK HEALTHCARE LIMITED
acting by a director in the presence of:


.....

Witness' Signature: 

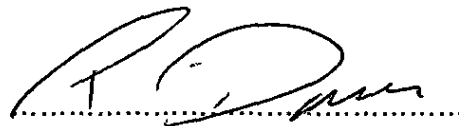
Name: 

Address: 

Occupation:

THE GROUP COMPANIES CONTINUED

EXECUTED as a **DEED** by
SSR CONTRACT & TECHNICAL LIMITED
acting by a director in the presence of:



Witness' Signature:

Name:

Address:

Occupation:

EXECUTED as a **DEED** by
NETWORK HEALTHCARE PROFESSIONALS LIMITED
acting by a director in the presence of:



Witness' Signature:

Name:

Address:

Occupation:

EXECUTED as a **DEED** by
PORTER MOORE LIMITED
acting by a director in the presence of:



Witness' Signature:

Name:

Address:

Occupation:

THE GROUP COMPANIES CONTINUED


EXECUTED as a **DEED** by
RESTGARTH CARE LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:


.....

EXECUTED as a **DEED** by
PARAGON NETWORK LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:


.....

EXECUTED as a **DEED** by
PERTEMPS MEDICAL GROUP LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:


.....

THE GROUP COMPANIES CONTINUED

EXECUTED as a DEED by
MPS HEALTHCARE LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:


.....

EXECUTED as a DEED by
EDUCATION NETWORK LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:


.....

EXECUTED as a DEED by
SHERIDAN MAINE (MIDLANDS) LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:


.....

THE GROUP COMPANIES CONTINUED

EXECUTED as a DEED by
**T.E.N (THE EDUCATION NETWORK – EMPLOYMENT
SERVICES) LIMITED** acting by a director in the presence
of:

Witness' Signature:

Name:

Address:

Occupation:

EXECUTED as a DEED by
NETWORK MEDICAL GROUP LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

EXECUTED as a DEED by
PERTEMPS MEDICAL PROFESSIONALS LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

THE GROUP COMPANIES CONTINUED

EXECUTED as a **DEED** by
MAKOTO ERP RECRUITMENT LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

EXECUTED as a **DEED** by
NETWORK ERP AND IT (EMEA) LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

EXECUTED as a **DEED** by
CONNECT PROFESSIONAL SERVICES LIMITED
acting by a director in the presence of:

Witness' Signature:


Name:

Address:


Occupation:

THE GROUP COMPANIES CONTINUED

EXECUTED as a **DEED** by
MAKOTO ERP RECRUITMENT LIMITED
acting by a director in the presence of:



.....

Witness' Signature: 

Name: KAREN HORSFORD

Address: MALDEN HALL, MAIN RD, MERIDEN, CV7 7PT

Occupation: PA

EXECUTED as a **DEED** by
NETWORK ERP AND IT (EMEA) LIMITED
acting by a director in the presence of:

.....

Witness' Signature:

Name:

Address:

Occupation:

EXECUTED as a **DEED** by
CONNECT PROFESSIONAL SERVICES LIMITED
acting by a director in the presence of:

.....

Witness' Signature:


Name:

Address:

Occupation:

THE GROUP COMPANIES CONTINUED

EXECUTED as a **DEED** by
TREADSTONE ERP CONSULTING LIMITED
acting by a director in the presence of:

..... 


Witness' Signature:

Name:

Address:

Occupation:

EXECUTED as a **DEED** by
CORE MR LIMITED
acting by a director in the presence of:

..... 

Witness' Signature:


Name:

Address:

Occupation:



EXECUTED as a **DEED** by
ELLEN WEBB LIMITED
acting by a director in the presence of:

..... 

Witness' Signature:

Name:

Address:

Occupation:

THE GROUP COMPANIES CONTINUED

EXECUTED as a **DEED** by
TREADSTONE ERP CONSULTING LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

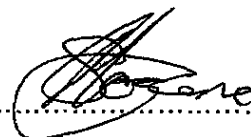
EXECUTED as a **DEED** by
CORE MR LIMITED
acting by a director in the presence of:

Witness' Signature: *Kb. Hall*

Name: *KAREN HORSFIELD*

Address: *MERIDEN HALL, MAIN RD, MERIDEN CV7 7PT*

Occupation: *P.A.*



EXECUTED as a **DEED** by
ELLEN WEBB LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

THE GROUP COMPANIES CONTINUED

EXECUTED as a **DEED** by
MAKOTO ERP UK LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

EXECUTED as a **DEED** by
PERTEMPS MEDICAL LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

EXECUTED as a **DEED** by
PERTEMPS NETWORK MEDICAL LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

THE GROUP COMPANIES CONTINUED

**EXECUTED as a DEED by
EMPIRE MEDICAL LOCUMS LIMITED**
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

**EXECUTED as a DEED by
PPF GROUP LIMITED**
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

**EXECUTED as a DEED by
PERTEMPS ONLINE SHOPPING HUB LIMITED**
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

THE GROUP COMPANIES CONTINUED

EXECUTED as a DEED by
PPF GRP LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

.....

EXECUTED as a DEED by
LGV NETWORK LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

.....

EXECUTED as a DEED by
TW NETWORK LIMITED
acting by a director in the presence of:

Witness' Signature:

Name:

Address:

Occupation:

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